

TANIUM LIMITED HARDWARE WARRANTY AND SUPPORT SERVICES AGREEMENT

The following Limited Hardware Warranty and Support Services Agreement (“**Warranty**”) applies to Tanium Inc. (“**Tanium**”) Hardware products (i) sold by Tanium or a Tanium authorized partner (“**Reseller**”) and (ii) purchased by the end user customer (“**Customer**”) for its own use. This Warranty exclusively governs Tanium’s provision of the Hardware and Hardware Support Services unless Customer has a separately executed Hardware Agreement with Tanium, in which case the Hardware Agreement will govern.

1. Definition(s).

“**Hardware**” means the Tanium appliance purchased from Tanium or a Reseller.

“**Hardware Support Services**” means the support services for the Hardware provided in accordance with this Warranty.

“**Hardware Support Services Term**” means the term and type of Hardware Support Services purchased by Customer.

“**Unit**” means a single instance of the Hardware.

2. Payment Schedule. Customer will pay Tanium or a Reseller for the Hardware and Hardware Support Services in the amount(s) set forth in the applicable quote. Notwithstanding anything to the contrary, in the event Customer orders the Hardware and/or Hardware Support Services directly from Tanium, Tanium shall invoice Customer on the Order Date and Customer shall pay Tanium Net 30 days from the invoice date. Order Date is defined as the date Tanium accepts and processes all of Customer’s required order documents in accordance with all mutually agreed upon terms and conditions of such order documents (“**Order Date**”).

3. Hardware Terms and Conditions. Customer’s purchase of Hardware and Hardware Support Services from Tanium or a Reseller is subject to the following additional terms and conditions.

3.1 **Use of Hardware.** Customer will use the Hardware in accordance with Hardware technical documentation for Customer’s internal business purposes.

3.2 **Limited Hardware Warranty.** Tanium warrants that the Hardware will be shipped free from material defects in workmanship for a period of ninety (90) days from delivery of the Hardware to Customer (the “**Warranty Period**”). This Warranty does not cover: software, third party products, parts/components, services and accessories, external causes such as accident, abuse, misuse, or problems with electrical power, usage that is in an unsuitable environment, usage that is not in accordance with the product instructions, products with missing or altered tags or serial numbers, products for which payment has not been made, and normal wear and tear. Customer’s sole and exclusive remedy for material defects in workmanship is limited to repair or replacement of the product during the Warranty Period. Customer must notify Tanium in writing of any warranty claim during the Limited Warranty Period. Customer will cooperate with Tanium in all reasonable respects in the repair or replacement of the Hardware. This Warranty applies only in the country where Customer initially installs the Hardware. This Warranty is non-transferable.

This Warranty does not cover defects, damage or failure of the Hardware caused by misuse, accident, unauthorized modification, improper maintenance, a force majeure event, or any other damage or failure caused by a third party (other than a third party performing on Tanium’s behalf) or a third party’s products. This Warranty is void if the product or part identification labels are

removed from the Hardware without written authorization from Tanium. Further, this Warranty is void if additional hardware or software is installed on the Hardware without written authorization from Tanium, that contradicts or is inconsistent with the Hardware technical documentation provided by Tanium, or if any tampering is detected with the Hardware. This Warranty does not apply to any Hardware that (i) is located in an unsuitable operating environment or (ii) has been altered, except as authorized by a Tanium Technical Account Manager.

EXCEPT FOR THE LIMITED WARRANTY STATEMENT ABOVE, TANIUM AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY, REPRESENTATION OR CONDITION (1) OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO ANY OTHER PRODUCT; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE HARDWARE. TANIUM AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS WARRANTY. THE HARDWARE SUPPORT SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. FOR CLARIFICATION, THIS WARRANTY COVERS THE HARDWARE ONLY AND NOT ANY SOFTWARE. TANIUM MAKES NOT WARRANTY OR ASSURANCES THAT THE HARDWARE IS SUITABLE FOR ANY HIGH-RISK APPLICATIONS OR ENVIRONMENTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD-PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA OR SYSTEMS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND/OR COSTS OF PROCURING SUBSTITUTE HARDWARE OR SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TANIUM’S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE FOR THE HARDWARE AND HARDWARE SUPPORT SERVICES PURCHASED UNDER THIS WARRANTY.

3.3 Hardware Support Services.

- 3.3.1 To receive Hardware Support Services, Customer must contact Tanium during the Hardware Support Services Term.
- 3.3.2 Unless otherwise agreed by the parties in writing, Hardware is eligible for Support Services only if it remains in the country where Customer originally installed the Hardware. Geographic restrictions may apply to certain Hardware Support Services levels.
- 3.3.3 Hardware will be repaired or replaced with like or better quality at Tanium’s sole discretion. Customer will properly package, insure, and ship defective Hardware at Tanium’s expense. Tanium will pay all packing, shipping, and insurance to ship the repaired or replacement Hardware to Customer.
- 3.3.4 Prior to returning any Hardware to Tanium, Customer must contact Tanium Support Services to receive a return material authorization or other tracking number (“RMA”). The RMA will serve as Customer’s reference number for the returned Hardware. Customer will provide Tanium with the location of the Hardware, a detailed description of the problems, errors, or defects, the serial number, and the name and version of the operating

systems and Licensed Software (as defined in the license agreement between Customer and Tanium) loaded on the Hardware. Tanium may request that Customer take certain actions to determine whether the problem, error or defect is related to the Hardware, Software or other item.

- 3.3.5 Prior to delivery of the Hardware back to Tanium, Customer must ensure that (1) the Hardware is free of any legal obligation or restriction that would prevent Tanium from exchanging, repairing, or replacing the Hardware; and (2) all necessary consents have been obtained to allow Tanium to access, repair, or replace the Hardware. Customer is responsible for removing all data from the Hardware before the return of same to Tanium. Returned Hardware becomes the property of Tanium at the time it is determined by Tanium to be defective. Customer will own all replacement Hardware provided to Customer.
- 3.3.6 During the relevant Hardware Support Services Term, Tanium will provide Customer with (i) reasonable telephone and e-mail support during Tanium's normal business hours and (ii) product updates for the Hardware that Tanium makes generally available to its other similarly situated customers at no charge. Tanium will respond to Customer's requests and engage its third-party supplier(s) as reasonably determined by Tanium. Tanium may subcontract the Hardware Support Services, provided that Tanium will be responsible for any subcontractor's acts or omissions in performance of Tanium's obligations under this Warranty.
- 3.3.7 Tanium's Hardware Support Services are available Monday through Friday, 7 a.m. to 7 p.m. P.S.T., excluding Tanium holidays. Tanium support can be contacted via three (3) means:
- Customer may contact Tanium Support via Tanium Support Portal
 - Customer may contact Tanium Support by emailing support@tanium.com
 - Customer may contact Tanium Support by calling Telephone Support (1 510 900 9443)

Tanium will provide an initial response to Hardware Support Services requests within four (4) hours of receipt of such request.

- 3.3.8 The provision of Hardware Support Services is strictly in accordance with this Warranty. If Customer desires to obtain hardware services directly from a third party, such hardware services are solely subject to the terms and conditions between Customer and the third party it selected to perform the hardware services, and Tanium shall have no obligation with respect to such hardware services. Tanium's suppliers will be deemed to be third party beneficiaries of this Warranty.
- 3.3.8 Tanium's and its suppliers' return and exchange policy is not available for the Hardware. Customer must not, nor permit anyone else, to remove, alter, or obscure any proprietary notices, tamper seals or instructional labels on the Hardware without written authorization from Tanium.
- 3.4 **Software.** Customer shall not install any software on the Hardware without written authorization from Tanium, at risk of voiding the Hardware Support Services. Licensed Software is licensed under the license agreement between Tanium and Customer, and not this Warranty. Customer is solely responsible for obtaining all software licenses for third-party software. All third-party software is licensed to Customer under the terms that accompany the third-party software.

- 3.5 **Shipment, Title and Risk of Loss.** Tanium may use a third-party supplier for shipment and/or provision of the Hardware. The Hardware will be shipped to Customer F.O.B. Origin. Title to Hardware passes to Customer upon shipment. Any shipping and delivery dates provided by Tanium are estimates only. Customer will notify Tanium in writing within seven (7) days of receiving the Hardware if Customer believes any part of the order is missing, wrong, or damaged.
- 3.6 **Security Interest.** Customer hereby grants to Tanium, and Tanium will retain, a purchase money security interest (PMSI) and lien on any and all of Customer's right, title and interest in and to the Hardware, until the invoice for the applicable Hardware is paid in full, including any late charges and costs of collection. Customer consents and agrees to Tanium's use of this Warranty as a security agreement for protecting this security interest and Tanium may perfect its PMSI by filing uniform commercial code financing statements.
- 3.7 **Importer and End User of Record.** For Customers located outside of the United States, (i) Customer will be the Importer and End User of Record with respect to the Hardware, and (ii) Customer will complete and return the End User Certificate attached as Attachment A. Customers located in the United States are not required to complete the End User Certificate.
- 3.8 **Export or Import.** Customer acknowledges that the Hardware and Hardware Support Services are subject to the export control, economic sanctions, and import laws, regulations and requirements of the United States and other countries. Without limiting the foregoing, Customer agrees that it will not export, re-export, re-transfer the Hardware or Hardware Support Services in contravention of the foregoing, or provide the Hardware or Hardware Support Services to any person, in any jurisdiction, or for any user that would create a licensing requirement under U.S. Export control and economic sanctions laws, regulations and requirements without first obtaining any such license. Tanium will reasonably cooperate in assisting Customer with respect to an application for any required export or import licenses and approvals, however, Customer acknowledges it is Customer's ultimate responsibility to comply with all export and import laws and that Tanium has no further responsibility after the initial sale to Customer within the original country of sale. In addition to the other requirements of this Section, Customer shall be solely responsible for complying with the import laws and regulations and other relevant restrictions, if any, of any country into which Customer imports the Hardware or Hardware Support Services. Customer will defend, indemnify, and hold Tanium harmless from and against all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or relating to any claim the Hardware or Hardware Support Services were exported or otherwise shipped or transported by Customer in violation of applicable laws, rules and regulations as described in this Section.
- 3.9 **Delivery Questionnaire.** Customer agrees to complete a Delivery Questionnaire in the form provided by Tanium, with the current version attached as Exhibit B. Customer acknowledges and agrees that Tanium will rely on information provided by Customer and the information provided by Customer will be true, accurate and complete. Tanium is only responsible for delivering the Hardware to the delivery location(s) specified in the Delivery Questionnaire, and, in the event of a conflict with respect to the delivery locations in the Delivery Questionnaire and any other document, including the purchase order, the information in the Delivery Questionnaire will supersede and prevail over any other document.

Exhibit A

End User/End Use Certificate
[to be placed on Certifying Company letterhead]

Date (mm/dd/yyyy) _____ Purchase Order No.: _____

Full Legal Name of Certifying Company: _____

Address of Certifying Party's Principal Executive Office

Street Address (**NOT** PO Box) _____
City/State or Province/postal code _____
County _____
Country _____
Website address _____
Phone number _____

Full Legal Name of End User (if different from Certifying Party): _____

Address of End User's Principal Executive Office

Street Address (**NOT** PO Box) _____
City/State or Province/postal code _____
County _____
Country _____
Website address _____
Phone number _____

Certifying Party is purchasing for its own use product from Tanium (or otherwise intends to be an end user of such product), hereafter "Product."

The Certifying Party hereby certifies and agrees (and if Certifying Party is purchasing for resale, it has confirmed with End User) as follows:

1. Certifying Party attests that it is the end user of the Product.
2. Certifying Party attests that it is not wholly owned by, or otherwise controlled by or acting on behalf of, any foreign government.
3. Certifying Party is aware that certain Products may be subject to U.S. and foreign import/export controls.
4. Certifying Party shall abide by all applicable import/export laws and regulations both U.S. and foreign with respect to Products. Without limiting the foregoing, it/they shall not engage in any resale/export/transfer of the Products classified as a "restricted" encryption item under the "ENC" license exception (US Export Admin. Regulations (EAR) Sec. 740.17 (see <http://www.bis.doc.gov/policiesandregulations/ear/index.htm>) to any government end user outside the countries listed in EAR Part 740 Supp. 3 (currently, Austria, Australia, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom and the United States) without license approval from the U.S. Department of Commerce, Bureau of Export Administration.
5. The Product will be used for the following purpose(s):
_____ **[Fill in]** _____
6. Certifying Party is NOT engaged in any military activities or any nuclear, missile, chemical or biological end use activities, and:
 - End User **IS NOT** a part of any government entity (other than a US local, state or federal entity)
 - End User is not acting on behalf of any government entity (other than a US local, state or federal entity).

7. Certifying Party shall not engage in any resale/export/transfer of Product
- to any entity/person prohibited by U.S. law from receiving exports (including those listed on the Denied Parties List, the Entity List and the Specially Designated Nationals List) (see <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>);
 - to any of the following countries: Cuba, North Korea, Iran, Libya, Myanmar (Burma), Syria, Sudan or any other country on the U.S. embargoed list.

The undersigned, as an authorized representative of Certifying Party, hereby executes this certificate on behalf of Certifying Party effective as of the date first set forth above.

Customer:

By: _____
Name:
Title:
Date:
Phone Number:
Email Address:

Exhibit B

Tanium Physical Appliance (HW) - Delivery Questionnaire

Customer Directions:

- Please complete the following questionnaire to assist with the smooth delivery of the Tanium Appliance to your facility.
 - All Customers - Please complete **Sections A and B**
 - International (Non-EU) Customers - Please **also** complete **Section C**
- Clarifications:
 - Tanium is only responsible for delivering the Hardware to the delivery location(s) specified in this Questionnaire, and, in the event of a conflict with respect to delivery locations in this and any other document, including PO, this Questionnaire will supersede
 - This document is not intended to provide tax or legal advice.

Section A: All Customers

Company Information

Company Name	
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Form Completed By

Contact Name	
Contact Title	
Contact Email Address	
Date Completed	
Contact Signature	

Section B: All Customers

Delivery Information

	Ship To Locations					
	Location #1		Location #2		Location #3	
Location Nickname (ie. City Name)						
Devices Being Ordered						
	Copper or Fiber?	QTY	Copper or Fiber?	QTY	Copper or Fiber?	QTY
TAN-220-DEV						

TAN-320-S					
TAN-420-M					
TAN-720-L					
TAN-920-XL					
Ship To Address Information					
Company Name (Please use c/o if going to a Datacenter)					
Address					
City, State, Zip Code					
Delivery Contact Information					
Contact Name					
Contact Phone Number					
Contact Email Address					
Shipping Logistics (Please mark Y-Yes or N-No)					
Delivery Ticket Required?					
Forklift On-Site?					
Pallet Jack On-Site?					
Is a Tractor Trailer (18-Wheeler) Allowed (75')?					
Is a Lift Gate Required? (no dock)					
Is an Inside Delivery requested?					
Add unpacking to inside delivery?					

Add floor covering to inside delivery?			
Does the Facility Require a Cert. of Ins. (COI)?			
Special Delivery Instructions:			
Loading Dock Hours			

Are You an International Customer, who is not part of the European Union? If Yes, Please complete **Section C**

Section C: International (Non-EU) Customers ONLY

	Ship To Locations		
	Location #1	Location #2	Location #3
Location Nickname (ie. City Name)			
Trade Compliance and Importation (Please mark Y-Yes or N-No)			
I want Fusionstorm (Tanium's shipping partner) to export the Product out of the United States.			
I (Tanium End Customer) will import the Product into the destination country. Note: By marking "N", you are stating that you need assistance with IOR, or finding a customs broker			
Foreign Jurisdiction Information			
Please list all foreign jurisdictions (by country) where you will be shipping any Product(s)			
Do you have a registered entity in any of the foreign			

jurisdictions (country) above? (Yes/No)			
If “Yes”, Please provide: <ul style="list-style-type: none"> • Exact Named Entity • Jurisdiction of Formation • Tax ID No. in Jurisdiction 	<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • • 	<ul style="list-style-type: none"> • • •
IOR Contact Information (If different from Ship To/Delivery Contact Info)			
Exact Company Name			
Address			
City, State, Zip Code			
Phone Number			
Email Address			
In-Country Tax ID (VAT/GST/ABN)			
Additional Customs Registration No. (e.g. EORI, IEC, RADAR)			